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**SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

FESSAHAYE GHIRMATSION,

No.

Plaintiff,

vs.

COMPLAINT FOR DAMAGES

SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC., a foreign corporation,
ZURICH AMERICAN INSURANCE
COMPANY, a foreign corporation,

Defendants.

COMES NOW the Plaintiff and for a cause of action against the Defendants alleges as follows:

I. PARTIES

1. Plaintiff Fessahaye Ghirmatsion is a resident of King County, Washington, within the jurisdiction of this court.
2. Defendant Sedgwick claims management services, Inc. (herein Defendant Sedgwick) is a foreign corporation which regularly conducts and transacts business in King County, Washington, within the jurisdiction and venue of this court.

1 3. Defendant Zurich American Insurance Company. (herein Defendant Sedgwick) is a
2 foreign corporation which regularly conducts and transacts business in King County,
3 Washington, within the jurisdiction and venue of this court.

4 **II. JURISDICTION AND VENUE**

5 4. All acts and omissions alleged herein occurred in King County, Washington.
6 5. Venue is proper in King County Superior Court pursuant to RCW 4.12.025(1), RCW
7 4.12.020(3), RCW 19.86 and RCW 48.30. This court has jurisdiction over the parties
8 and subject matter of this action.

9 **III. FACTS**

10 6. On August 2, 2019, the Plaintiffs was traveling southbound on 10th Avenue in Seattle,
11 Washington.
12 7. The Plaintiff was T-boned at the intersection of 10th Avenue and East Seneca Street.
13 8. At the time of the collision, the Plaintiff was working, making deliveries for Amazon
14 Flex.
15 9. The Plaintiff sustained personal injuries and lost income because of the collision.
16 10. The Plaintiff had to have another driver pick up the remaining packages at the scene
17 of the collision that Plaintiff was unable to deliver because of his injuries.
18 11. The Plaintiff was at not at fault for this collision.
19 12. Defendant Zurich is an insurance company.
20 13. Defendant Sedgwick is an insurance company.
21 14. Defendant Sedgwick manages claims on behalf of Defendant Zurich.
22 15. Defendant Sedgwick was acting at the agent for Defendant Zurich as it relates to the
23 Plaintiff.
24

1 16. During the collision of August 2, 2019 Defendant Zurich insured Plaintiff
2 Ghirmatsion.

3 17. During the collision of August 2, 2019 Defendant Sedgwick insured Plaintiff
4 Ghirmatsion.

5 18. On August 8, 2019, the Plaintiff's first party insurance, PEMCO insurance, denied
6 coverage to the Plaintiff due to the fact that he was driving for Amazon at the time of
7 the accident.

8 19. On August 19, 2019, a letter of representation was sent to Defendant Sedgwick or
9 Defendant Zurich.

10 20. Defendant Sedgwick or Defendant Zurich did not respond to the Plaintiff or his
11 attorney's letter for months.

12 21. On June 23, 2020, Defendant Sedgwick denied coverage to the Plaintiff.

13 22. On June 23, 2020, Defendant Zurich denied coverage to the Plaintiff.

14 23. The Defendants denied insurance coverage for the Plaintiff because they claim the
15 Plaintiff was not working at the time of the collision.

16 24. The Plaintiff was working at the time of the collision.

17 25. Defendant Sedgwick wrongfully denied coverage for the Plaintiff.

18 26. Defendant Zurich wrongfully denied coverage for the Plaintiff.

19 27. Defendant Sedgwick and Defendant Zurich are vicariously liable for the acts of one
20 another under the law of actual and apparent agency and the law of partnership.

21 **IV. CAUSES OF ACTION**

22 28. **Breach of Contract:** The Defendants breached the insurance contract by failing to
23 make reasonable investigation and payment of benefits owed under the policy. The
24 Defendants' breach caused the Plaintiff's to incur damages.

1 **29. Breach of the Implied Covenant of Good Faith and Fair Dealing:** The Defendants
 2 breached the implied covenant of good faith and fair dealing by failing to uphold the
 3 covenant with the Plaintiff. Instead they put their own financial interests ahead of the
 4 Plaintiff's. This conduct along with other bad faith conduct, as discovery may reveal,
 5 breached the Defendants' duty to the Plaintiff and caused the Plaintiff to incur
 6 damages. WPI 320 *et seq.*

7 **30. Defendant violated the Consumer Protection Act (CPA):** The Defendants have
 8 violated the CPA through its claims handling practices and non-payment of insurance
 9 benefits. The Defendants are liable for damages under the CPA to the Plaintiff. RCW
 10 19.86 *et seq.*; WPI 301 *et seq.*

11 **31. Defendant violated the Insurance Fair Conduct Act:** The Defendants unreasonably
 12 denied the Plaintiff's demand for payment of benefits within the meaning of the
 13 Insurance Fair Conduct Act (IFCA), RCW 48.30.015; WPI 320.06.01. The
 14 Defendants' violations caused the Plaintiff to incur damages, including costs of this
 15 action, reasonable attorney fees and litigation costs, including expert witness fees, and
 16 other costs as the Court may allow, as required by RCW 48.30.015(3). The
 17 Defendants violated IFCA in the following ways, and others, as discovery may
 18 reveal:

- 19
- 20 a) Defendants unreasonably denied the claim for payment of benefits within
 21 the meaning of RCW 48.30.015(1);
- 22 b) Defendants failed to adopt and implement reasonable standards for the
 23 prompt investigation of claims, violating WAC 284-30-330(3);
- 24

- 1 c) Defendants failed to pay the claim without conducting a reasonable
2 investigation, violating WAC 284-30-330(4);
- 3 d) Defendants failed to effectuate prompt, fair and equitable settlement of the
4 claim, for which liability is reasonably clear, violating WAC 284-30-
5 330(6);
- 6 e) Defendants compelled the Plaintiff to initiate litigation to recover amounts
7 due under their insurance policy, violating WAC 284-330(7); and
- 8 f) Defendants failed to promptly provide a reasonable explanation of the
9 basis in the insurance policy about the facts or applicable law for denial of
10 Plaintiffs' claim for benefits, violating WAC 284-30-330(13). *See* WPI
11 320.06.
12

13 **32. Triple damages under IFCA:** The Defendants' violations make it liable for an
14 increase of the total damages "not to exceed three times the actual damages." RCW
15 48.30.015(2).
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17 **VII. PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff requests damages against each of the Defendants, jointly and
19 severally, as follows:

- 20 A. All damages sustained by the Plaintiff;
- 21 B. Reasonable and statutory attorneys' fees, costs, and litigation expenses;
- 22 C. Interest calculated at the maximum amount allowable by law, including pre- and post-
23 judgment interest;
- 24 D. Triple damages; and

1 E. For all other and further relied as the court may deem just and equitable.
2

3 DATED this 14th day of September, 2020.

4 Law Office of Yohannes K. Sium, PLLC

5 /s/ Yohannes K. Sium
6 Yohannes K. Sium, WSBA #42420
7 Attorney for Plaintiff
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